

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

**HERBILICIOUS MUSIC, VIRGINIA BEACH MUSIC,
GOLD DADDY MUSIC, DOORS MUSIC COMPANY,
EMI APRIL MUSIC INC., LUDACRIS MUSIC
PUBLISHING, INC., CHRYSALIS MUSIC, STUCK IN
THE THROAT AND FAMOUS MUSIC LLC,
SUCCESSOR-IN-INTEREST TO FAMOUS MUSIC
CORPORATION,** **Civil Action No.** **4:07-CV547(JCH)**

Plaintiffs,

-against-

**OUTLAWS BAR & GRILL, LLC AND MATTHEW
GRISHAM,**

Defendants.

CONSENT JUDGMENT

The complaint in the above-captioned action having been filed on March 20, 2007, and the defendants Outlaws Bar & Grill, LLC, and Matthew Grisham ("Defendants") having been properly served and having filed their answer to the complaint, the parties now hereby agree that the Court may find: (1) that Plaintiffs were, on the dates alleged on Schedule "A" to the complaint, the respective owners of valid copyrights in the songs listed on Schedule "A" to the complaint; (2) that Plaintiffs' songs were performed at Outlaws Bar & Grill, located in Farmington, Missouri, (the "Establishment") on August 3-4, 2006, without permission of the Plaintiffs or license from their performing rights licensing organization the American Society of Composers, Authors and Publishers ("ASCAP"); (3) that such performances of Plaintiffs' copyrighted songs were willful infringements of Plaintiffs' copyrights; and (4) that there is a

danger that such infringing conduct will continue, thereby causing irreparable injury to Plaintiffs for which damages cannot be accurately computed, and necessitating the granting of injunctive relief against Defendants' continued infringing conduct; and the parties having further agreed, that the Court shall enter judgment on the foregoing findings. It is therefore,

ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing or causing the public performance of any of the Plaintiffs' copyrighted musical compositions and all other compositions in the ASCAP repertory at the Establishment, or at any other facility owned, operated or conducted by Defendants, and from aiding and abetting public performances of such compositions, unless Defendants shall have previously obtained permission for such performances either directly from the Plaintiffs, the copyright owners, or by license from ASCAP.

2. Defendants shall pay to Plaintiffs the sum of \$20,000 ("the Judgment Amount"); provided however, that this sum may be satisfied upon Defendants' payment to ASCAP of \$12,500 ("the Settlement Amount") in accordance with the schedule set forth below:

<u>Amount</u>	<u>Installment Due</u>
\$3,500	Upon the execution of this Consent Judgment
\$3,000	October 1, 2007
\$6,000	December 1, 2007

All payments to ASCAP pursuant to this Paragraph 2 with the exception of the initial payment shall be made by certified or cashier's check and delivered to: ASCAP, Legal Department, One Lincoln Plaza, New York, NY 10023, Attention: Andrew Schaeffer, Esq., on the due dates set forth above. Any payments sent by certified mail to the above address on or before the due dates set forth above shall be considered delivered as of the date mailed.

3. Contemporaneously with the execution of this Consent Judgment, ASCAP shall offer and Defendants shall accept and execute an ASCAP License Agreement for the Establishment for the term commencing January 1, 2007 and Defendants agree that they will comply with all of the terms and conditions of such License Agreement. The 2007 annual license fee is included in the Settlement Amount.

4. Upon timely receipt of the aforementioned Settlement Amount or the Judgment Amount, Plaintiffs shall file a Satisfaction of Judgment with this Court.

5. In the event that Defendant defaults in making any payments required by this Consent Judgment; or defaults in any other terms of this Consent Judgment; or defaults in any of the terms of the license agreement; or in the event that Defendant files for bankruptcy; Plaintiffs immediately may execute on this Consent Judgment for the Judgment Amount (\$20,000), plus statutory interest from the date of this Consent Judgment, less any payments made by Defendant after the date of this Consent Judgment and pursuant to Paragraph 2 of the Consent Judgment.

Dated this 23rd day of August, 2007.

DEFENDANTS:

Outlaws Bar & Grill, LLC

By: 
Matthew Grisham, Managing Member


Matthew Grisham, Individually

Sworn before me this 23rd day of August, 2007.

Janna King
Notary Public

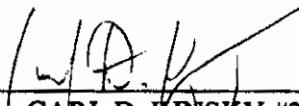


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BY THE COURT:


United States District Judge

Dated: 8/29, 2007.